



VISA PURCHASING CARD AGREEMENT AND DISCLOSURE STATEMENT

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DO NOT REMOVE
FROM FILE

This VISA Purchasing Card Agreement ("Agreement") between SunTrust BankCard, N.A. ("Bank") and the City of Fort Lauderdale, Florida located at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("City").

RECITALS

- A. The City has applied to the Bank for a VISA Purchasing Card account(s) (collectively referred to as "Account") to be established in the name of the City.
- B. The Bank agrees to provide the Account(s) to the City under the terms and conditions stated below and the Schedules attached to this Agreement which are incorporated herein by this reference.

TERMS AND CONDITIONS

1. **Cards.** The Bank will issue and deliver ten or more VISA Purchasing and/or Cards (collectively referred to as "Card") to the City or its employee(s) (collectively referred to as "Employee") in the manner described in the attached Schedule "A" and as otherwise directed in writing by the City from time to time. The accepting, signing, or use of the Card shall bind the City to all of the terms and conditions of this Agreement and any subsequent changes, modifications, or substitutions. The Card may be used for business purposes only and cannot be used for personal, family, household purposes or illegal transactions.

"Employee" shall mean all persons the City requests to receive a Card including, but not limited to, the City's employees, agents, independent contractors and representatives. The City acknowledges that this definition of an "Employee" is for the purpose of this Agreement only and may not apply with respect to other credit card services or features including the Corporate Liability Waiver or Travel Insurance programs.

2. **Liability for Use.** The City is liable for all extensions of credit obtained through the use of an Account by an Employee and any "Authorized User". "Authorized User" means any person other than an Employee, that the City or any Employee authorizes to use the Account. The City is liable for all extensions of credit made by the Authorized User, whether or not (i) the Bank is notified about such use and/or (ii) the Authorized User exceeds the limit the City or Employee authorized or intended.

Unauthorized Use. "Unauthorized Use" means the use of a Card by a person other than an Employee or Authorized User who does not have actual, implied, or apparent authority for such use, and from which the City, Employee and/or an Authorized User received no benefit. The City may be liable for Unauthorized Use provided such liability shall not exceed \$50.00. The City will not be liable for Unauthorized Use after the Bank is notified of the loss, theft, or possible Unauthorized Use. Written notification should be sent to SunTrust BankCard, P.O. Box 593608, Orlando, Florida 32859-3608 or call toll free at 1-800-836-8562.

3. **Liability for Charges/Periodic Statements.** All amounts charged to the Account including, but not limited to, purchases, annual membership fees, late fees and other fees and charges are collectively referred to as "Charges". Charges include purchases in which the City evidenced an intent to incur a charge regardless of whether the City or an Employee signed a sales draft. The Bank will send periodic statements

detailing the Charges made to the Account in the manner described in the attached Schedule "A". The amount shown in the periodic statement is due upon receipt and must be paid in full on or before the payment due date stated in the periodic statement. The Employee may, for the City's convenience, make payments and/or otherwise take actions on behalf of the City with respect to the Account.

4. **Transaction Fee.** The City may be charged a fee based upon the City's transactions and volumes for each billing period as described in the attached Schedule "B" ("Transaction Fee"). The City shall receive a periodic statement at the end of each billing period detailing the Transaction Fee assessed for transactions and volumes incurred during that billing period. The amount shown on the periodic statement is due upon receipt and must be paid in full on or before the payment due date stated on the periodic statement.
5. **Payment Procedure.** All payments shall be made in U.S. dollars which are drawn on a financial institution located in the United States. Payments shall be made by mail to the SunTrust BankCard at the address shown on the periodic statements or by other electronic means agreed upon by the parties. The mailing address is P.O. Box 791250, Baltimore, MD 21279-1250. Payments shall be deemed paid upon receipt at the SunTrust BankCard and shall be credited to the Account as of the date of such receipt.
6. **Payments Marked "Paid in Full" and Disputed Charges.** The Bank shall not accept checks, money orders, or any other items for payment marked "payment in full" (or other similar language) if such payment is less than the full amount due except by a written agreement signed by an authorized officer of the Bank. All communications regarding disputed charges, including checks, money orders, or any other items sent as "payment in full" of a disputed amount must be sent to the SunTrust BankCard, N.A., P.O. Box 2321, Orlando, Florida 32802-2321.
7. **Other Charges.** The following charges and fees shall be charged to the Account:
 - (a) A non-refundable annual membership fee may be charged for the use of the Card as described in the attached Schedule "B". The annual membership fee will be charged each year generally in the month the Account was opened.
 - (b) A charge may be imposed for the cost of locating, copying, and furnishing requested individual sales slips, statements, or other evidence of charges or credits to the Account. Such charges are \$3.00 per ticket copy, \$3.00 per statement copy and \$20.00 per hour research time. The Bank may require payment of such fees prior to furnishing the requested material.
 - (c) **Late Payment Fees.** If the "Amount Due" is not paid in full on or before the payment due date stated in the periodic statement, the unpaid portion of the outstanding balance will be shown in subsequent statements as a "Past Due Amount". If the Past Due Amount is greater than \$25.00, a fixed dollar amount or percentage of the Past Due Amount as described in the attached Schedule "B" ("Late Payment Fee") may be assessed to the Account in the periodic statement. If the Past Due Amount is not paid, the Late Payment Fee may be assessed in each subsequent periodic statement until full payment is made.
 - (d) A returned check charge of \$29.00 may be imposed when any payment check, draft or order is returned because of lack of funds or credit.
 - (e) The City shall pay any applicable tax (excluding taxes on income) which may be levied or assessed with respect to this Agreement.
 - (f) In the event City terminates this Agreement within 24 months, City agrees to reimburse Bank for its reasonable implementation expenses as described in the attached Schedule "B".

8. **Termination/Card Cancellation.** The Bank may terminate this Agreement upon 30 days prior notice to the City, for any reason whatsoever, at the Bank's sole discretion, provided, however, in the event of default, the Bank has the right to terminate this Agreement immediately. Upon termination, the balance owed under this Agreement shall be immediately paid to the Bank.

Every Card issued hereunder remains the property of the Bank. The City or Bank may suspend or cancel one or more of the Cards at any time for any reason whatsoever. The Card may not be used after it has expired, after it has been revoked, and/or after the Employee's employment with the City has terminated and the Card must be surrendered to the Bank, or anyone designated by it, on demand. The City is liable for any outstanding Charges even after the Account is closed.

9. **Default/Right of Set-off.**

In the event:

- a. any payment required under this Agreement is not paid when due,
- b. any other obligation to the Bank or its affiliates is not paid when due,
- c. any term or condition of this Agreement is not performed,
- d. bankruptcy proceedings are instituted by or against the City,
- e. any credit information supplied by the City is false,
- f. the City is sold, merged, dissolved, or otherwise ceases to do business, and
- g. garnishment or attachment proceedings are initiated against the City or its property,

this Agreement shall be in default and the Bank can demand immediate payment of the entire balance owed. Any default by an Employee shall be a default by the City. The Bank has the right to set-off any of the City's accounts with the Bank or any of the Bank's affiliates in order to pay sums due under this Agreement.

10. **Waiver/Attorney Fees.** The City hereby waives all demands and notices and, to the extent permitted by applicable law, agrees to pay any and all costs, expenses, and attorneys' fees (including allocated costs for in-house counsel expenses) for the collection of sums due and owing under this Agreement. The City hereby consents to the Bank's use of artificial or prerecorded notice for the purpose of notification regarding a violation of this Agreement.

11. **Employee Use of the Card.** The City has authorized issuance of the Card which is to be used only by the City and its Employee and only for legitimate business purposes as determined by the City and the Employee. No other person is permitted to use the Card for any reason. The City is responsible for all uses of the Card even if another person is allowed to use the Card.

12. **Credit Line.** The Card has a credit limit as described in the attached Schedule "A". The balance outstanding at any time shall not exceed the credit limit. The difference between the balance outstanding and the credit limit is the available credit line. If the City exceeds the credit limit, use of the Card may be suspended or terminated. The Bank reserves the right to deny authorization of any transaction made by the City and/or Employee within their credit limit if the City's overall credit limit will be exceeded.

13. **Indemnification.** To the extent permitted by applicable law, the City shall indemnify, protect and hold the Bank harmless from and against any and all liability, claims, demands, judgments, or other disputes,

together with all costs, charges, and expenses imposed in any manner upon or accruing against the Bank or arising out of, or in any way relating to, the Bank's performance under this Agreement. The City will, at its own expense, defend any action or proceeding brought against the Bank in connection with any such liability, claim, demand, or other dispute.

14. **Amendment.** The terms and conditions of this Agreement and the City's right to use the Card may be altered or amended by the Bank at any time at the Bank's sole discretion by written notice mailed to the City at its last known address. The changes will be effective 30 days after notice is mailed unless a greater time period is otherwise stated in the notice. Use of the Card after the effective date of the amendment constitutes acceptance of the alteration or amendment. Any other modification, amendment, or waiver of this Agreement, whether in whole or in part must be in writing, signed by both parties.

15. **Foreign Currency Conversion.** If the Card is used for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars generally using either (a) the government-mandated rate or (b) the wholesale market rate, in effect the day before the transaction processing date, increased by up to two percent (2%). If a credit is subsequently given for a transaction, it will be decreased by up to two percent (2%). If the credit has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on the Account. The converted amount shall be provided in U.S. dollars. Amounts converted by common carriers, such as airlines, are billed at rates the carriers use.

16. **Assignment/Telephone Monitoring/Credit Information.** Bank may assign the Account and all rights under this Agreement to another bank or City or an affiliate of Bank without prior notice. The City may not assign or transfer the Card to anyone else. The Bank has the right to monitor telephone calls to the SunTrust BankCard relating to the Account. Such monitoring shall be conducted by Bank employees and all information shall remain confidential. The Bank is authorized to make whatever credit inquiries it deems appropriate and to share information regarding the Account with Bank's affiliates.

17. **Periodic Review/Financial Information.** The City understands and acknowledges that the Bank has provided the Account(s) to the City on the basis of the City's financial condition at the time the City applied for the Account(s). The City agrees to submit to the Bank updated financial information periodically upon notification from the Bank. If the City fails to submit financial information when requested by the Bank or if, based upon review of the submitted financial information, the Bank determines that the City's financial condition has adversely changed, the Account(s) may be terminated and thereafter the Bank may take such action as provided for in paragraph 8 of this Agreement or pursue any other applicable remedy in law or in equity.

18. **Enforcement of Rights and Governing Law.** This Agreement is binding upon the assigns and successors of the City. Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Agreement shall be governed by the laws of the State of Florida. For purposes of any litigation arising out of this Agreement, venue shall be in Broward County, Florida. If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severed and the remainder of this Agreement shall remain fully valid and enforceable. The Bank can delay enforcing its rights under this Agreement without waiving those rights. A waiver of rights in one instance shall not be a waiver in other instances.

19. **Survival.** Paragraph 12 and all other provisions of this Agreement which may reasonably be interpreted or construed as surviving the termination thereof, shall survive the termination of this Agreement.

20. **Counterpart.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

21. **Entire Agreement.** This Agreement and the incorporated Schedules constitute the entire Agreement between the parties. There are no understandings or agreements related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Agreement.

The parties have caused this Agreement to be executed by their duly authorized representative as of the date set forth below.

SUNTRUST BANKCARD N.A.

By: _____

Name: John K. Ludwig

(print name)

Title: Vice President

Date: 11/08/02

THE CITY OF FORT LAUDERDALE

By: _____

Name: John B. [Signature]

(print name)

Title: _____

Date: 11/27/2002

APPROVED:

By: [Signature]

Assistant City Attorney of the
City of Fort Lauderdale

SUNTRUST

SCHEDULE "A" To VISA Purchasing Card Agreement And Disclosure Statement

I. AUTHORIZED CARDHOLDERS:

A. Refer to Cardholder Information Forms.

B. The Card(s) issued by Bank shall be delivered to:

____ City Address: 100 N. Andrews Ave, #619
FORT LAUDERDALE, FL 33301
Attention: KIRK W. BUFFINGTON
____ Employee Cardholder(s)

Refer to Cardholder Information Forms. If delivery address is different than monthly reconciliation statement address, please include on the Cardholder Information Forms.

C. City may request and authorize Bank to issue additional Cards and/or modify the existing Authorization Cardholder list by delivering an additional or amended Schedule "A" to Bank. City authorizes the following individuals to submit requests to Bank:

<u>Name</u>	<u>Signature</u>
<u>KIRK BUFFINGTON</u>	<u>[Signature]</u>
<u>RICHARD EWELL</u>	<u>[Signature]</u>
<u>JAMES HEMPHILL</u>	<u>[Signature]</u>

II. CITY CREDIT LINE:

Credit Line approval for City \$_____.

III. ACCOUNT CONTROLS:

SUNTRUST**SCHEDULE "A"**
To VISA Purchasing Card Agreement
And Disclosure Statement**I. AUTHORIZED CARDHOLDERS:**

- A. Refer to Cardholder Information Forms.
- B. The Card(s) issued by Bank shall be delivered to:

City Address: 100 N. Andrews Ave, #619
Fort Lauderdale, FL 33301

Attention: Kirk W. Buffington

Employee Cardholder(s)

Refer to Cardholder Information Forms. If delivery address is different than monthly reconciliation statement address, please include on the Cardholder Information Forms.

- C. City may request and authorize Bank to issue additional Cards and/or modify the existing Authorization Cardholder list by delivering an additional or amended Schedule "A" to Bank. City authorizes the following individuals to submit requests to Bank:

<u>Name</u>	<u>Signature</u>
<u>Kirk Buffington</u>	<u>[Signature]</u>
<u>RICHARD GWELL</u>	<u>[Signature]</u>
<u>JAMES HEMPHILL</u>	<u>[Signature]</u>

II. CITY CREDIT LINE:

Credit Line approval for City \$ _____

III. ACCOUNT CONTROLS:

Specific controls regarding the Authorized Cardholder Accounts may be established by the City. Such controls shall be set forth in the "Implementation Form" and may be amended by the City upon written notice to Bank.

Emergency Replacement Cards: In the event any Card is lost, stolen, or damaged and a replacement Card is required during weekends, holidays, or Bank closing hours, the Cardholder may call VISA to obtain a temporary VISA Emergency Replacement Card. The City understands and acknowledges that VISA Emergency Replacement Cards are not controlled by the City's account controls set forth on the Implementation Form but, rather, are controlled in accordance with the standard VISA operating procedures in effect at the time of replacement. The VISA Emergency Replacement Cards are valid for a limited period of time and the Cardholder must immediately contact the Bank for a permanent Card which shall be issued with the City's account controls.

CITY OF FORT LAUDERDALE
(City Name)

By:

Kirby L. Buntington

Name:

KIRBY L. BUNTINGTON, C.P.M.
PURCHASING MANAGER

Title:

Date:

12/12/02

<p align="center">SCHEDULE "B" SUNTRUST VISA PURCHASING CARD City of Fort Lauderdale PRICING SCHEDULE</p>
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Transaction Fee:	Waived
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Annual Per Card Membership Fee:	Waived
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Electronic Reporting Options:	
Commercial View	Waived

InfoSpan:	
Program Start-up	N/A
Software (stand-alone)	N/A
(If a client server version is requested, there may be a fee based on program structure)	

Late Payment Fee:	1% of Outstanding Balance Minimum \$25.00
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Overlimit Fee:	\$25.00
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NSF Check Return Fee:	\$29.00
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Customized Logo Card Fee:	Waived
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REBATE/REVENUE SHARING
City of Fort Lauderdale
Page 1 of 2

SunTrust will begin providing a rebate to City of Fort Lauderdale, (CFL) for *net* spending.

The following conditions apply to all Revenue Sharing calculations.

1. Any late payments will be subtracted from the net annual spend amount.
2. Revenue Sharing will be calculated on a calendar year basis.
3. Any incentive achieved will be paid within 90 days of the year in which it was achieved.
4. If SunTrust absorbs any fraud losses on behalf of CFL, during the calendar year where rebate is shared back to CFL, the rebate will be reduced by this amount.

<u>Annual Net Spending Achieved</u>	<u>Basis Points</u>
\$0 - \$5,000,000	40 basis points
\$5,000,001 - \$10,000,000	40 basis points
\$10,000,001 - \$15,000,000	50 basis points
\$15,000,001 - \$20,000,000	55 basis points
\$20,000,000 and above	60 basis points

EXAMPLES:

- a. Rebate amount for \$2,500,000 in net annual spending

<u>Range</u>	<u>Rebate Amount</u>	<u>Calculation</u>
\$0 - \$2.5 MM	\$10,000.00	(\$2,500,000 X .0040)

- b. Rebate amount for \$5,500,000 in net annual spending

<u>Range</u>	<u>Rebate Amount</u>	<u>Calculation</u>
\$0 - \$10.5 MM	\$52,500.00	(\$10,500,000 X .0050)

Works Inc. will provide a license to the Procisa™ Spend Management Application, and no cost to the City of Fort Lauderdale for two years for all annual card spend below \$12MM.

SunTrust will finance a one-time setup fee to Works Inc., on behalf of the City of Fort Lauderdale, to be withheld from the first year rebate payment.

Attachment to Revenue Sharing Proposal:

NOTE:

The revenue sharing proposal referenced on Page 1 of this proposal, will be adjusted accordingly based on the increase/decrease in the prime lending rate.

For every one quarter/.25 percentage rate change in the Federal Funds rate, as quoted in the *Wall Street Journal*, we will increase/decrease the rebate basis points by .00025.

Example:

If today's Lending rate is at 1.75% and you begin with revenue sharing of 20 bp

Lending rate is reduced to 1.50%:

The revenue sharing will increase to .00225 bp
(.0020 bp with reduction in lending rate of .25 = .00225 bp)

Example:

Annual Spend Volume: \$5,000,000.
X .0020 bp = \$10,000 Rebate (before Fed Rate reduction)
X .00225 bp = \$11,250 Rebate (after Fed Rate reduction)

Lending rate increases to 2.0%:

The revenue sharing will reduce to .00175 bp
(.0020 bp, with increase in lending rate of .25 = .00175 bp)

Example:

Annual Spend Volume: \$5,000,000.
X .0020 bp = \$10,000 Rebate (before Fed Rate increase)
X .00175 bp = \$8,750 Rebate (after Fed Rate increase)